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held that the injured party may recover even though the law does not expressly give a remedy. *Monteith v. Kokomo*, 159 Ind. 149, 64 N. E. Rep. 610, 58 L. R. A. 944; *Pauley v. Steam Gauge Co.*, 131 N. Y. 90, 29 N. E. Rep. 999, 15 L. R. A. 194; *Osborne v. McMasters*, 40 Minn. 103, 41 N. W. Rep. 543, 12 Am. St. Rep. 698; *Railroad Co. v. Lambricht*, 5 Ohio Circuit Ct. Rep. 433. Other courts go still further and hold that the employee has no power to agree either expressly or by implication that the employer shall violate the statute and leave the employee remediless. *Narramore v. Cleveland C. C. & St. L. R. R.*, 96 Fed. 298, 37 C. C. A. 499, 48 L. R. A. 68; *Davis Coal Co. v. Pollard*, 158 Ind. 607, 62 N. E. Rep. 492, 92 Am. St. Rep. 319; *Green v. American Car Foundry Co.*, 71 N. E. Rep. 268; *Green v. Western American Co.*, 30 Wash. 87, 70 Pac. Rep. 310; *Greenlee v. Southern R. R. Co.*, 122 N. C. 977, 30 S. E. Rep. 115.

MUNICIPAL CORPORATION—OBSTRUCTION IN STREET.—Agents of a city placed a barricade across a public street, which the city was repairing, and allowed the obstruction to remain over night without warning to the public by danger signal or otherwise. By reason of such obstruction and the failure to display a danger signal the plaintiff was thrown from his horse and injured. *Held*, that the city was not liable. *Collier v. Ft. Smith* (1904), — Ark. —, 84 S. W. Rep. 480.

This decision is sustained by the courts of several states, which hold that the duty of a municipal corporation to keep its streets in repair and free from obstructions is of a governmental and public nature and that, in the absence of express statute, the corporation is not liable to an individual who suffers injury by reason of a negligent act or omission as to such duty. *Arnold v. San Jose*, 81 Cal. 618; *Hewison v. New Haven*, 37 Conn. 475; *Mitchell v. Rockland*, 52 Me. 118; *Detroit v. Blackely*, 21 Mich. 84; *Baxter v. Winooski Turnpike Co.*, 22 Vt. 114. The weight of authority, however, is, that by voluntarily accepting a special charter or by organizing under a general law, such charter or law giving the municipal corporation power to control the streets, the corporation impliedly contracts with the state to faithfully perform all the duties connected therewith; and that this contract enures to the benefit of every individual who is interested in its performance. WILLIAMS ON MUNICIPAL LIABILITY FOR TORT, § 71; DILLON, MUNICIPAL CORPORATIONS (4th Ed.), § 1018; *Barnes v. District of Columbia*, 91 U. S. 540; *King v. The City of Cleveland* (c. c.), 28 Fed. Rep. 835; *The City of Aurora v. Rockabrand*, 149 Ill. 399; *Senhenn v. The City of Evansville*, 140 Ind. 675; *Stafford v. The City Oskaloosa*, 64 Ia. 251; *West Kentucky Tel. Co. et al. v. Pharis*, 78 S. W. Rep. 917; *Pettengill v. The City of Yonkers*, 116 N. Y. 558; *Van Vranken v. The Village of Clifton Springs*, 86 Hun. 67; *Arthur v. The City of Charleston*, 51 W. Va. 132; *Weightman v. The Corporation of Washington*, 1 Black, 39.

PARENT AND CHILD—PARENT'S OBLIGATION TO SUPPORT CHILD—CONTRACT—DURESS.—A decree granting divorce allowed the divorced wife two thousand dollars and the custody of the only child. Shortly after obtaining

the divorce the divorced wife instituted proceedings against her former husband claiming that he was wasting his estate and obtained the appointment of a temporary guardian. The divorced husband was an old and enfeebled man. He was greatly annoyed by these proceedings and to secure their dismissal entered into a contract which was approved by the court. Under this contract he conveyed the greater portion of his estate to a trustee for the benefit of his child and the guardian was discharged. After his death an action was brought to set aside the trust agreement on the ground of fraud and duress. *Held*, that neither a divorced wife nor a child committed to her custody has any right of action on account of the husband's duty to support the child until that duty is neglected and that the guardianship proceedings being without foundation at law the transaction amounted to a form of duress and the contract should be set aside. *Foot v. De Poy* (1905), — Ia. —, 102 N. W. Rep. 112.

A threat to destroy or detain property is not such legal duress as will constitute a ground for setting aside a contract made under its influence according to the English authorities. *Oates v. Hudson*, 6 Exch. 345; *Skeate v. Beale*, 11 Ad. & El. 983; and there are a number of decisions to the same effect in the United States. *Lehman v. Shackleford*, 50 Ala. 437; *Hazelrigg v. Donaldson*, 2 Met. (Ky.) 445. The reason given by these authorities for not recognizing duress of property is based on the common law doctrine that duress was a matter of law to be determined by the application of a strict legal test. At the early common law the oppression or threats to constitute duress must have been such as would have overcome the will of a constant and courageous man. 1 COOLEY'S BLACKSTONE (4th Ed.) 120. Subsequently this doctrine was modified and the resistance required was that of a man of ordinary firmness. *Youngs v. Simm*, 41 Ill. App. 28; *Morse v. Woodworth*, 155 Mass. 233; *Horton v. Bloedorn*, 37 Neb. 666; and it was held that a man of ordinary firmness would not yield to threats to destroy or detain his property but would rely upon his remedy at law. *Pierce v. Brown*, 7 Wall. (U. S.) 205. By the weight of recent American decisions the question of duress is one of fact in the particular case as to whether the threat or oppression was such as did overcome the will of the person coerced. The influence the coercion would have on a man of ordinary firmness is properly taken into consideration in determining the fact but is not controlling. *Galusha v. Sherman*, 105 Wis. 263; *Cribbs v. Sowle*, 87 Mich. 340; *Overstreet v. Dunlap*, 56 Ill. App. 486. Following this reasoning it has been held in many jurisdictions in this country that contracts which have been entered into as the result of the unlawful detention of property under oppressive circumstances or of threats to destroy property will be set aside on the ground of duress of property. *Spaids v. Barrett*, 57 Ill. 289; *Hackley v. Headley*, 45 Mich. 569; *Maxwell v. Griswold*, 10 How. (U. S.) 242; *Adams v. Shiffer*, 11 Colo. 15. The decision under the peculiar facts of the principal case would seem to be a legitimate application of this rule.

PERCOLATING WATERS—MALICIOUS WASTE—INJUNCTION.—The plaintiff owned premises of great value as a health resort by reason of medicinal springs located thereon. The defendant, for the sole purpose of injuring